



This is also an action arising in Ohio common law tort against American Honda Finance Corporation for breach of contract, fraud, defamation, intentional infliction of emotional distress and invasion of privacy and against LexisNexis Risk and Information Analytics Group, Inc. for defamation and invasion of privacy.

### **PARTIES**

1. Plaintiffs, Vernon E. Hoot, Sr. and Lora L. Hoot, are natural persons, who reside at 3561 Truman Road, #16, Perrysburg, Ohio 43551. They are consumers within the meaning of 15 U.S.C. §§1681a(c).

2. Defendant American Honda Finance Corporation (hereinafter "A.H.F.") is a corporation which maintains its corporate headquarters at P. O. Box 5308, Elgin, Illinois, 60121. A.H.F. is a furnisher of consumer information as defined under the FCRA 15 U.S.C. §1681.

3. Experian Information Solutions, Inc. ("Experian") is a corporation incorporated under the laws of the State of Georgia authorized to do business in the State of Ohio through its registered offices in Cleveland, Ohio.

4. Experian is a "consumer reporting agency," as defined in 15 U.S.C §1681(f).

5. LexisNexis Risk and Information Analytics Group, Inc. (hereinafter "LexisNexis") is a corporation located at 100 South Fifth Street Suite, 300, Minneapolis, MN 55402.

### **FACTUAL ALLEGATIONS**

6. On or about August 31, 2005, Plaintiffs purchased a 2005 Honda Civic from a Honda dealer, Victory Honda in Monroe, Michigan, who is affiliated with the defendant A.H.F. This purchase was financed by defendant A.H.F.

7. Plaintiffs entered into a Motor Vehicle Retail Installment Contract with A.H.F. on August 31, 2005. The terms of the contract included an annual percentage rate of 6.6%, for 72 payments at \$274.30 each, beginning on September 30, 2005. (Exhibit 1).

8. On or about April 24, 2006, LexisNexis sent A.H.F. a document indicating that Vernon Hoot had filed for bankruptcy through the Bankco product line.

9. LexisNexis knew that Vernon Hoot Jr. filed for bankruptcy and failed to indicate this information on the document sent to A.H.F.

10. All pleadings of the bankruptcy court clearly indicate that the bankruptcy was filed by Vernon Hoot Jr.

11. On or about May 1, 2006, defendant A.H.F. failed to provide Plaintiffs with a monthly statement of the account as was usual and customary.

12. A.H.F. assigned monthly late fees on the Plaintiffs' account of \$13.72 because they did not receive a payment in May, 2006. (Exhibit 2).

13. A.H.F. continued to fail to send monthly billing statements to Plaintiffs.

14. After repeated unsuccessful attempts to rectify the problem, Plaintiffs continued to duly make payments by check in accord with the prior payment schedule, all of which were accepted by A.H.F. and cashed but said amounts were not properly credited to the Plaintiffs' account. As a result, Plaintiffs' account accrued late charges and other charges, including interest. (Exhibit 3).

15. On September 21, 2006, A.H.F. filed a Proof of Claim for the Plaintiffs car loan in the United States Bankruptcy Court in the bankruptcy of a third party.

16. The Proof of Claim alleged that Plaintiffs were delinquent in their account.

17. Plaintiffs had been making regular and timely payments which were accepted by A.H.F. over the course of their loan.

18. A.H.F. erroneously stopped sending them monthly billing statements.

19. Plaintiffs made repeated telephone calls to A.H.F. in an attempt to rectify the situation.

20. Plaintiffs missed one payment in May of 2006.

21. Plaintiffs were not notified by A.H.F. that they missed this payment.

22. Plaintiffs made all reasonable efforts to stay current on their loan.

23. A.H.F. failed to communicate with Plaintiffs by sending them accurate monthly billing statements or informing them that they had missed one payment as a result of A.H.F.'s unilateral end to the monthly billing.

24. This claim was filed in the case of another debtor, Vernon E. Hoot, Jr. (son of Vernon E. Hoot, Sr.) and Connie Hoot and was assigned Case No. 06-30855.

25. On November 27, 2006, the debtors in Bankruptcy Court, Vernon Jr. and Connie Hoot, by and through their attorney, Thomas French, notified the Bankruptcy Court of the erroneous filing by way of an "Objection to Proof of Claim" filed by American Honda Finance Corporation, Claim No. 22. On March 6, 2007, a judgment entry from the Bankruptcy Judge, ordered that American Honda Finance's claim was disallowed.

26. Despite this notice to defendant, A.H.F. continued to furnish false information and the credit reporting agencies continued to report erroneous negative credit references regarding Plaintiffs and the bankruptcy proceeding remained on their credit report record.

27. A.H.F. knowingly furnished false and defamatory information about the Hoots to the credit reporting agencies. (Exhibit 4).

28. A.H.F. purchased the Bankco product from LexisNexis which supplies public record information about individuals to companies.

29. LexisNexis sent A.H.F. a document indicating that "Vernon Hoot" filed for bankruptcy in 2006. The 2006 bankruptcy filing was filed by Vernon Hoot Jr. The pleadings clearly indicated that the bankruptcy was filed by Vernon Hoot Jr.

30. LexisNexis failed to indicate that the bankruptcy was filed by Vernon Hoot Jr.

31. LexisNexis only indicated that the bankruptcy was filed by "Vernon Hoot".

32. The information given to A.H.F. by LexisNexis caused A.H.F. to treat Vernon Hoot Sr. as though he had filed bankruptcy when in fact he had not.

33. On March 22, 2007, the Plaintiffs were denied a home refinancing loan through their mortgage holder, Wells Fargo Financial Services, due to a bankruptcy entry on their credit report. As a direct result of defendant A.H.F.'s actions, Plaintiffs are at risk of losing their home due to the disparagement of their credit.

34. At all times relevant herein, Plaintiffs continued to attempt to contact the defendant A.H.F. to rectify the mistake, but were met with resistant and uncooperative staff employees.

35. On May 21, 2007, Plaintiffs paid off their loan with A.H.F. and sent a check to A.H.F. for \$13,147.99. See Exhibit 2.

36. On May 24, 2007 Plaintiffs were denied credit through Ed Schmidt Chevrolet due to an erroneous bankruptcy entry on their credit report which was furnished by A.H.F.

37. A.H.F. continued to report this inaccurate information and has failed to conduct a reasonable investigation on the account.

38. A.H.F. provided Plaintiffs no documentary evidence that (a) the May 2006 statement was delivered by A.H.F. at least 20 days before the end of the billing cycle for which the statement was required; or (b) that A.H.F. sent Plaintiffs periodic statements several months afterwards.

39. The pay off balance Plaintiffs' paid on May 21, 2007 consisted of unlawful and unfounded late fees and finance charges on late fees.

40. On April 7, 2008, Plaintiffs sent letters to the dispute departments of the three Credit Reporting Agencies, Experian, Equifax and Trans Union, regarding A.H.F. bankruptcy entry. A copy is attached as Exhibit 5.

41. The Credit Reporting Agencies notified A.H.F. of the dispute.

42. A.H.F. continued to furnish false information when it knew or should have known the information was false.

43. Experian continued to report, inaccurately, that the Account is past due and did not conduct a reasonable investigation. (See Experian credit reports attached as Exhibit 4).

44. Plaintiffs supplied sufficient information to the credit reporting agencies to show that the information being reported was false.

45. On October 22, 2008, Plaintiffs sent a second letter to the dispute departments of the three Credit Reporting Agencies regarding A.H.F. bankruptcy entry. (Exhibit 6). The Plaintiffs have received no response.

46. The credit reporting agencies failed to conduct a reasonable investigation and continued to report false information when they knew or should have known the information was false.

47. Plaintiffs suffered severe anxiety due to the persistent and harassing phone calls, credit score decrease and other defaming and humiliating activities.

48. Plaintiffs suffered humiliation and indignation as a direct and proximate result of the Defendant's misconduct in attempts to collect, report, or furnish false information about a debt that Plaintiffs did not owe.

49. Plaintiffs suffered from insomnia/loss of sleep as a direct and proximate result of the defendants' misconduct.

50. Plaintiffs suffered further emotion strain and distress, specifically related to a strain on their marital affairs.

**COUNT I**  
**FAIR CREDIT REPORTING ACT VIOLATIONS**  
**NEGLIGENT NON-COMPLIANCE**  
**AGAINST AMERICAN HONDA FINANCE CORPORATION**

51. The Plaintiffs re-allege and incorporate by reference the allegations set forth above.

52. On April 7, 2008, Plaintiffs sent the Credit Reporting Agencies a letter requesting a re-investigation and notifying them of the erroneous information being furnished regarding the Account.

53. A.H.F. were notified of the dispute by the credit reporting agencies and failed to conduct a reasonable investigation.

54. On October 22, 2008, Plaintiffs wrote again to the Credit Reporting Agencies and once again indicated the continued request for re-investigation and deletion of the inaccurate information being furnished to the Credit Reporting Agencies and reported by them.

55. A.H.F. had reasonable cause to believe that the information on the Plaintiffs' periodic statement was incorrect and failed to implement reasonable procedures to correct or investigate the information.

56. A.H.F. continued to report and furnish false information that they know or should have known is false and failed to conduct a reasonable re-investigation on the account.

57. The Plaintiffs' FCRA claims against A.H.F. arise under 15 U.S.C. §1681s-2(b).

58. A.H.F. negligently continued to report false information in an attempt to collect funds on charges that are not owed to them.

59. A.H.F. knew or should have known that (a) the Plaintiffs did not receive a May, 2006 statement 20 days before the end of the billing period; (b) they did not send period statements to the Plaintiffs for several months after May, 2006; and (c) as of March 30, 2007, the Plaintiffs were disputing the charges on the Account.

60. Although A.H.F. knew or should have known that the late fees charged to the Plaintiffs were billing errors, they nevertheless reported late payments by the Plaintiffs to Experian, Equifax, and Trans Union and then failed to correct them or report them as disputed.

61. A.H.F. did not conduct a reasonable investigation regarding the late fees they were inaccurately reporting.

62. After Plaintiffs notified A.H.F. of the errors, they failed to provide any documentation supporting their position that the imposition of late fees was proper, nor did they provide any documentation showing that they provided the Plaintiffs with periodic statements starting in May, 2006.

63. A.H.F. reported to the credit reporting agencies that the Plaintiffs' account was part of a bankruptcy when A.H.F. knew or should have known that it was not.



64. Plaintiffs disputed this claim and A.H.F. failed to conduct a reasonable investigation and continued to report inaccurate information about the Plaintiffs, which caused substantial damage to their credit score.

65. The inaccurate information that provided to the Credit Reporting Agencies is a substantial factor in the deterioration of the Plaintiffs' credit score.

66. Plaintiffs' FCRA claims against A.H.F., the furnishers of consumer information, arise out of 28 U.S.C. §1681s-2(b).

**COUNT II**  
**FAIR CREDIT REPORTING ACT VIOLATIONS**  
**INTENTIONAL NONCOMPLIANCE**  
**AGAINST AMERICAN HONDA FINANCE CORPORATION**

67. The Plaintiffs re-allege and incorporate by reference the allegations set forth above.

68. A.H.F. knew the information on the Plaintiffs' periodic statement was incorrect and failed to implement reasonable procedures to correct or investigate the information.

69. A.H.F. continued to report and furnish false information that they knew was false and failed to conduct a reasonable re-investigation on the account.

70. A.H.F. intentionally continued to report false information in an attempt to collect funds on charges that are not owed to them.

71. A.H.F. knew or should have known that (a) the Plaintiffs did not receive a May, 2006 statement 20 days before the end of the billing period; (b) they did not send period statements to the Plaintiffs for several months after May, 2006; and (c) as of March 30, 2007, the Plaintiffs were disputing the charges on the Account.

72. Although A.H.F. knew that the late fees charged to the Plaintiffs were billing errors, they nevertheless reported late payments by the Plaintiffs to Experian, Equifax and Trans Union and then failed to correct them or report them as disputed.

73. A.H.F. reported to the credit reporting agencies that the Plaintiffs' account was part of a bankruptcy when A.H.F. knew that it was not.

74. Plaintiffs disputed this claim and A.H.F. failed to conduct a reasonable investigation and continued to report inaccurate information about the Plaintiffs, which caused substantial damage to their credit score.

75. A.H.F. intentionally failed conduct a reasonable investigation regarding the late fees they were inaccurately reporting in order to reap increased profits.

76. After Plaintiffs notified A.H.F. of the errors, they failed to provide any documentation supporting their position that the imposition of late fees was proper, nor did they provide any documentation showing that they provided the Plaintiffs with periodic statements beginning in May, 2006.

77. The inaccurate information that A.H.F. provided to the Credit Reporting Agencies is a substantial factor in the deterioration of the Plaintiffs' credit score.

**COUNT III  
FAIR CREDIT REPORTING ACT VIOLATIONS  
FAILURE TO ESTABLISH OR FOLLOW REASONABLE PROCEDURES TO ASSURE  
ACCURACY  
AGAINST EXPERIAN**

78. The Plaintiffs re-allege and incorporate by reference the allegations set forth above.

79. Experian violated 15 U.S.C. §1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files it published and maintains concerning the Plaintiffs.

80. As a result of this conduct, action, and inaction of Experian, the Plaintiffs are owed compensatory damages for the damages they suffered by loss of credit, increased cost of credit, the loss of the ability to purchase and benefit from credit, and the mental and emotional pain and anguish and the humiliation and embarrassment of credit denials.

81. Experian's negligent conduct resulted in the failure to establish and implement reasonable procedures to assure accuracy in violation of §1681n.

82. Experian conduct, action and inaction was willful, rendering it liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

83. The Plaintiffs are entitled to recover costs and attorney's fees from Experian in an amount to be determined by the Court pursuant to 15 U.S.C. §1681n and/or §1681o.

84. The inaccurate information that American Honda Finance provided to Experian is a substantial factor in the deterioration of the Plaintiffs' credit score.

**COUNT IV  
FAIR CREDIT REPORTING ACT VIOLATIONS  
ALL OTHER VIOLATIONS  
AGAINST EXPERIAN**

85. The Plaintiffs re-allege and incorporate by reference the allegations set forth above.

86. Experian violated 15 U.S.C. §1681i on multiple occasions including but limited to the following by:

- a) failing to delete inaccurate information in the Plaintiffs' credit file after receiving actual notice of such inaccuracies;

- b) failing to conduct a lawful reinvestigation; by failing to forward all relevant information to American Honda Finance;
- c) failing to maintain reasonable procedures with which to filter and verify disputed information in the Plaintiff's credit file; and
- d) relying upon verification from a source it has reason to know is unreliable.

87. The inaccurate information that A.H.F. provided to Experian is a substantial factor in the deterioration of the Plaintiffs' credit score.

**COUNT V  
BREACH OF CONTRACT  
AGAINST AMERICAN HONDA FINANCE CORPORATION**

88. Plaintiff incorporates paragraphs one through fifty-nine herein as if fully rewritten.

89. A.H.F. is in breach of contract in terms of purchase agreement.

90. As a direct result of these acts by the defendant, the Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT VI  
INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS  
AGAINST AMERICAN HONDA FINANCE CORPORATION**

91. The Plaintiffs re-allege and incorporate by reference the allegations set forth above.

92. A.H.F. intended to cause emotional distress or knew or should have known that their actions, in an attempt to collect finance charges not owed by the Plaintiffs, would result in the Plaintiffs suffering serious emotional distress.

93. A.H.F. proximately caused the Plaintiffs psychic injuries. The Plaintiffs suffer from severe humiliation, distress and anxiety. The loss of their financial well-being and good credit standing is the source of serious emotional distress.

94. The mental anguish suffered by the Plaintiffs is serious.

**COUNT VII  
DEFAMATION  
AGAINST AMERICAN HONDA FINANCE CORPORATION AND LEXIS NEXIS**

95. The Plaintiffs re-allege and incorporate by reference the allegations set forth above.

96. A.H.F. and LexisNexis made false and defamatory statements about the Plaintiffs concerning the Account and a bankruptcy that was not theirs.

97. The false statements made by A.H.F. claimed that the Plaintiffs owed financial charges on the Account that they did not owe and were delinquent on an account that they had made timely payments on every time they were billed and made regular and timely payments on after they stopped receiving bills.

98. The false statements made by A.H.F. and LexisNexis claimed that Plaintiffs filed a bankruptcy that they did not file.

99. A.H.F. published these false statements to the credit reporting agencies.

100. LexisNexis published false statements to A.H.F.

101. The Plaintiffs were injured as a direct and proximate result of the actions of A.H.F. and LexisNexis.

102. A.H.F. and LexisNexis acted with actual malice in their continued attempts to collect a finance charge that was not owed to them.

103. A.H.F.'s and LexisNexis's actions were in reckless disregard for the truth or falsity of the publication.

104. The false statements were made by A.H.F. and LexisNexis with knowledge of their falsity and/or with reckless disregard for whether they were true or false.

**COUNT VIII  
INVASION OF PRIVACY  
AGAINST AMERICAN HONDA FINANCE CORPORATION AND LEXISNEXIS**

105. The Plaintiffs re-allege and incorporate by reference the allegations set forth above.

106. A.H.F. and LexisNexis invaded the privacy of the Plaintiffs by unreasonably intruding upon their seclusion.

107. A.H.F. and LexisNexis invaded the privacy of the Plaintiffs by unreasonably publicizing false information regarding the Plaintiffs' private lives.

108. A.H.F. and LexisNexis invaded the privacy of the Plaintiffs by unreasonably placing the Plaintiffs in a false light before the public by furnishing the false information to the credit reporting agencies.

109. A.H.F. and LexisNexis invaded the right to privacy of the Plaintiffs and are subject to liability for the emotional and financial harm the Plaintiffs suffered as a direct and proximate result of their actions.

110. The conduct of A.H.F. and LexisNexis was intentional, willful, and/or knowingly.

111. The false statements were made by A.H.F. and LexisNexis with knowledge of their falsity and/or with reckless disregard for whether they were true or false.

**WHEREFORE**, Plaintiffs Vernon E. Hoot, Sr. and Lora L. Hoot respectfully request that judgment be entered against all Defendants herein for the following:

- a. Actual and compensatory Damages on all counts against all defendants;
- b. Statutory damages pursuant to the FCRA on all relevant counts against Experian and A.H.F.;
- c. Costs and reasonable attorney's fees pursuant to the FCRA;
- d. Punitive Damages on all relevant counts against all defendants; and
- e. For such other and further relief as the Court may deem just and proper.

Respectfully submitted,

/s/ Leslie O. Murray

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Sandusky, Ohio 44870

Telephone No. (419) 624-3000

Facsimile No. (419) 624-0707

John Huffman (0039658)

Mickel & Huffman

520 Madison Ave., Suite 520

The Spitzer Building

Toledo, OH 43604-1351

*Attorneys for Plaintiffs*

**JURY DEMAND**

Plaintiffs hereby demand trial by jury on any and all claims amenable hereto this 21<sup>st</sup> day of September, 2009.

**CERTIFICATE OF SERVICE**

I hereby certify that on September 21, 2009, the foregoing was filed electronically. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

/s/ *Leslie O. Murray*

Leslie O. Murray (0081496)

John T. Murray (0008793)

MURRAY & MURRAY CO., L.P.A

*Attorneys for Plaintiffs*



## FLORIDA

MOTOR VEHICLE RETAIL INSTALLMENT CONTRACT - CONSUMER CREDIT DOCUMENT SIMPLE INTEREST MICHIGAN		Account Number: <b>72354537</b>	
Dealer Name: <b>AUGUST</b> <b>2005</b>		Finance Company: <b>72354537</b>	
Vehicle Description: <b>2005 TOYOTA SI (4-DR)</b> Make: <b>TOYOTA</b> Model: <b>SI</b> Year: <b>2005</b>		VIN: <b>4TAEK1255500000000000</b> Name: <b>CRISP ROBERT H, THE</b> Address: <b>DEA VICTORY MONROE</b> City: <b>DEA</b> State: <b>MI</b> Zip Code: <b>48066</b>	
Dealer Name: <b>AUGUST</b> Address: <b>2005</b> City: <b>DEA</b> State: <b>MI</b> Zip Code: <b>48066</b>		Finance Company: <b>72354537</b> Address: <b>2005</b> City: <b>DEA</b> State: <b>MI</b> Zip Code: <b>48066</b>	
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Buyer voluntarily requests the credit insurance shown below, if any, and understands that such insurance is not required to obtain credit. Buyer acknowledges disclosure of the cost of such insurance and understands it to be included in the interest payable under this Contract.

TYPE	PREMIUM	TERM
Credit Life	\$ N/A	N/A
Joint Life	\$ N/A	N/A
Credit Disability	\$ N/A	N/A
TOTAL PREMIUMS	\$ N/A	

☐ Super works Craft Life Insurance.

Date \_\_\_\_\_ Primary Buyer Signature \_\_\_\_\_

Date \_\_\_\_\_ Buyer Signature \_\_\_\_\_

☐ Buyer wants Credit Disability Insurance (Primary Buyer Only)Date \_\_\_\_\_ **History Sheet #** \_\_\_\_\_

**ADDITIONAL COMMENTS:** The undersigned Seller agrees to sell and the undersigned Buyer, jointly and severally if more than one, agrees to purchase the Vehicle described above and all equipment included, subject to the terms of this Contract.

**PAYMENT TO PAY:** Buyer promises to pay to Seller, at the above address or other address that may be specified, the Amount Financed shown above; plus finance charges at the Annual Percentage Rate shown above computed on the unpaid balance outstanding from time to time; plus any other charges provided in this Contract or otherwise provided by law. Monthly payments are due in the amount and at the times shown above; the final payment will be adjusted to reflect additional or lesser amounts due on the final payment date.

**ASSIGNMENT:** Buyer agrees that this Contract may be assigned by the Seller. Buyer agrees that if this Contract is assigned by the Seller, the Assignee shall have all rights of the Seller under this Contract.

THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE SELLER. THE SELLER MAY ASSIGN THIS CONTRACT AND RETAIN ITS RIGHT TO RECEIVE A PART OF THE FINANCE CHARGE.

THREE ARE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF WHICH ARE INCORPORATED HEREIN AND BINDING UPON YOU.

**NOTICE TO BUYER OF USED VEHICLE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

**WARNING: THE INSURANCE AFFORDED HEREUNDER DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS UNLESS SO INDICATED HEREON.**

## NOTICE TO BUYER

DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO 1 TRUE COPY OF THE CONTRACT YOU SIGN WITHOUT CHARGE. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer's Signature W. C. Hoot Date 05/31/2004  
Buyer's Name W. C. Hoot Date 05/31/2004

SELLER/CREDITOR:  
Dealer's  
Signature: [Signature] Date: 8/3/05

**BUYER:** By your signature below, you acknowledge that you have read and understand both sides of this Contract, which was completely filled in prior to your execution hereof, and have received a fully executed copy thereof. You also acknowledge receipt of the Vehicle described above in good condition.

Buyer's Signature Yannick E. F... Date 08/31/2003  
Buyer's Signature Yannick E. F... Date

AMFD DUPLICATE

**AMERICAN HONDA FINANCE CORPORATION**

**APPENDIX 1: Values from Table 1**

SECURITY-47 (Continued Page 1)	
1. Cash Price of the Instrument (See Instructions)	
a. Maturity Date, Face, and Charges	16692.31
b. Other Variable Cash Price	N/A
c. Accruals and Information Charges	N/A
d. Document Preparation Fee	178.80
N/A	N/A
Total Variable Costs, Fees, and Charges	16172.31
e. Information Before You	374.44
c. Net Present Amounts of Cash Price	
1. Negative Cash Price of Cash Price	N/A
2. Negative Cash Price of Cash Price	N/A
(As indicated in Item 2-Current Payment)	N/A
Total Net Present Amounts of Cash Price	N/A
TOTAL CASH PRICE OF THE INSTRUMENT'S FIVE YEARIZATION	
	16346.75
3. Down Payment (See Item 3-Down Payment)	
a. Down Payment for Down	353.00
b. Down Payment for Down	8.00
c. Down Payment for Down	N/A
d. Down Payment for Down	N/A
e. Down Payment for Down	N/A
f. Down Payment for Down	N/A
g. Down Payment for Down	N/A
h. Down Payment for Down	N/A
i. Down Payment for Down	N/A
j. Down Payment for Down	N/A
k. Down Payment for Down	N/A
l. Down Payment for Down	N/A
m. Down Payment for Down	N/A
n. Down Payment for Down	N/A
o. Down Payment for Down	N/A
p. Down Payment for Down	N/A
q. Down Payment for Down	N/A
r. Down Payment for Down	N/A
s. Down Payment for Down	N/A
t. Down Payment for Down	N/A
u. Down Payment for Down	N/A
v. Down Payment for Down	N/A
w. Down Payment for Down	N/A
x. Down Payment for Down	N/A
y. Down Payment for Down	N/A
z. Down Payment for Down	N/A
TOTAL DOWN PAYMENT MADE BY THE BUYER	
	362.00
4. Unpaid Cash Price Balance (This is the difference between Item 3-Cash Price and Item 3-Down Payment)	
	16346.75
5. Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy**	
a. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
b. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
c. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
d. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
e. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
f. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
g. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
h. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
i. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
j. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
k. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
l. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
m. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
n. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
o. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
p. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
q. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
r. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
s. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
t. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
u. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
v. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
w. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
x. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
y. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
z. National Cash Insurance for the Instrument (See Item 5-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)**	N/A
TOTAL INSURANCE PREMIUMS, ETC. PAID	
	N/A
6. Other Cash Price Paid by Seller to Others on Buyers Policy	
a. Other Cash Price Paid by Seller to Others on Buyers Policy	15.00
b. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
c. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
d. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
e. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
f. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
g. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
h. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
i. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
j. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
k. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
l. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
m. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
n. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
o. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
p. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
q. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
r. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
s. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
t. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
u. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
v. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
w. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
x. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
y. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
z. Other Cash Price Paid by Seller to Others on Buyers Policy	N/A
TOTAL OTHER CASH PRICE PAID	
	25.00
7. Unpaid Cash Price Balance (This is the sum of Item 3-Cash Price, Item 3-Down Payment, Item 3-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy, Item 3-Other Cash Price Paid by Seller to Others on Buyers Policy, and Item 3-Insurance Premiums, etc. Paid by Seller to Others on Buyers Policy)	
	16271.75
8. Present Cash	
	2477.00
9. Total Balance (This amount is the sum of Item 7-Present Cash and Item 8-Other Cash Price Paid by Seller to Others on Buyers Policy)	
	1794.00

A black and white photograph of a rectangular exhibit label. The label has a thick black border. At the top, the word "EXHIBIT" is printed in large, bold, sans-serif capital letters. Below it, the number "1" is printed in a large, bold, sans-serif font. To the left of the number "1", the word "tabbles" is printed vertically in a smaller, sans-serif font. A horizontal line is drawn across the label, positioned below the number "1".

C-HOT00001



## Receipt for RD-108 Dealer Transaction

73354337

APPLICATION FOR MICHIGAN  
TITLE AND REGISTRATION

Dealer  
**VICTORY HONDA**

Address  
**1605 NORTH MONROE ST**

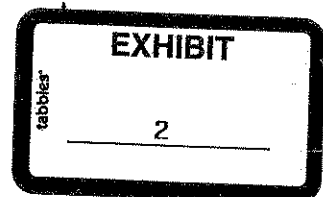
City  
**MONROE MI 48162**

Dealer License No. <b>A2291</b>
Odometer
A = Actual mileage B = Not actual mileage C = Exceeds mechanical limits of odometer

Transaction Type: <b>INTRANSIT TITLE ONLY</b>
--

Validation: 09082005 L2 S251 115 0178 355.63 115S2510178 *INTRANSIT PERMIT ONLY-NO TITLE ISSUED*				
Plate No. 265381A	Expires on 09/22/2005	Months		
Year 2005	Make HONDA	Body Style 4 DOOR	Code 50	County
Vehicle No. 2HGES16395H627694		Fec Cat. or Wt. 000014	License Fee 0.00	
Driver License No./PIDs of All Owners/Lessees			Title 10.00	
			Title Late Fee 0.00	
Complete Name(s) and Address(es) of All Owners or Lessors <b>VERNON E HOOT AND LORA L HOOT</b> [REDACTED] [REDACTED]			Tax 345.63	
			Transfer Fee 0.00	
			Total 355.63	
Complete Name(s) and Address(es) of Lessee(s)				
			Full Rights to Survivor N	

First Secured Interest <b>VEHICLE MAY BE SUBJECT TO LIEN - REFER TO RD108</b>	Filing Date
Second Secured Interest <b>NONE</b>	Filing Date
Purchase Price of Vehicle 16172.31	



Authority Granted by Act 300 of 1949, as amended.

RD-108L (10-2000)

C-HOT00021

TOTAL P.08

27251



04/25/2006	04/25/2006	7/7/7	REGULAR PAYMENT	Total Due	\$274.30	\$0.00	\$274.30	Wachovia-Dallas
				Interest	\$75.66	\$0.00		
				Principal	\$198.64	\$0.00		
04/10/2006	04/10/2006	04/30/2006	INVOICE	Interest	\$89.17	\$0.00	\$274.30	
				Principal	\$185.13	\$0.00		
				Total Past Due	\$0.00	\$0.00		
				Total Due	\$274.30	\$0.00		
03/28/2006	03/28/2006	7/7/7	REGULAR PAYMENT	Interest	\$92.99	\$0.00	\$274.30	Wachovia-Dallas
				Principal	\$181.31	\$0.00		
03/10/2006	03/10/2006	03/30/2006	INVOICE	Interest	\$98.46	\$0.00	\$274.30	
				Principal	\$175.84	\$0.00		
				Total Past Due	\$0.00	\$0.00		
				Total Due	\$274.30	\$0.00		
02/22/2006	02/22/2006	7/7/7	REGULAR PAYMENT	Interest	\$80.33	\$0.00	\$274.30	Wachovia-Dallas
				Principal	\$193.97	\$0.00		
02/08/2006	02/08/2006	02/28/2006	INVOICE	Interest	\$96.95	\$0.00	\$274.30	
				Principal	\$177.35	\$0.00		
				Total Past Due	\$0.00	\$0.00		
				Total Due	\$274.30	\$0.00		
01/24/2006	01/24/2006	7/7/7	REGULAR PAYMENT	Interest	\$78.56	\$0.00	\$274.30	Wachovia-Dallas
				Principal	\$195.74	\$0.00		
01/10/2006	01/10/2006	01/30/2006	INVOICE	Interest	\$95.39	\$0.00	\$274.30	
				Principal	\$178.91	\$0.00		
				Total Past Due	\$0.00	\$0.00		
				Total Due	\$274.30	\$0.00		
12/27/2005	12/27/2005	7/7/7	REGULAR PAYMENT	Total Due	\$274.30	\$0.00	\$274.30	Wachovia-Dallas

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7/25/7

**C-HOT00026**

C:\MS - Payment History

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10/31/2006	10/31/2006	7/7/7	REGULAR PAYMENT	Interest	\$124.20	\$0.00	\$274.30	Wachovia-Langhorne	
				Principal	\$150.10	\$0.00			
10/10/2006	10/10/2006	10/30/2006	INVOICE	Interest	\$76.04	\$0.00	\$548.60		
				Principal	\$198.26	\$0.00			
				Total Current Due	\$274.30	\$0.00			
				Interest	\$45.63	\$0.00			
				Principal	\$228.67	\$0.00			
				Total Past Due	\$274.30	\$0.00			
				Total Due	\$548.60	\$0.00			
10/10/2006	03/30/2007	7/7/7	FEE ASSESSMENT	Late Charges	\$13.72	\$0.00	\$13.72		
09/12/2006	09/12/2006	7/7/7	REGULAR PAYMENT	Interest	\$54.07	\$0.00	\$274.30	Wachovia-Langhorne	
				Principal	\$220.23	\$0.00			
09/10/2006	09/10/2006	09/30/2006	INVOICE	Interest	\$79.81	\$0.00	\$548.60		
				Principal	\$194.49	\$0.00			
				Total Current Due	\$274.30	\$0.00			
				Interest	\$20.60	\$0.00			
				Principal	\$253.70	\$0.00			
				Total Past Due	\$274.30	\$0.00			
				Total Due	\$548.60	\$0.00			
09/09/2006	03/30/2007	7/7/7	FEE ASSESSMENT	Late Charges	\$13.72	\$0.00	\$13.72		
08/22/2006	08/22/2006	7/7/7	REGULAR PAYMENT	Interest	\$54.89	\$0.00	\$274.30	Wachovia-Langhorne	
				Principal	\$219.41	\$0.00			
08/10/2006	08/10/2006	08/30/2006	INVOICE	Interest	\$75.81	\$0.00	\$548.60		
				Principal	\$198.49	\$0.00			
				Total Current Due	\$274.30	\$0.00			
				Principal	\$274.30	\$0.00			

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2/25/2

C-HOT00025



Payment History									
10/10/2007	10/10/2007	10/30/2007	INVOICE		Interest	\$53.67	\$0.00	\$548.60	
					Principal	\$220.63	\$0.00		
					Total Current Due	\$274.30	\$0.00		
					Principal	\$274.30	\$0.00		
					Total Past Due	\$274.30	\$0.00		
					Total Due	\$548.60	\$0.00		
01/09/2007	03/30/2007	7/7/7	FEE ASSESSMENT		Late Charges	\$13.72	\$0.00	\$13.72	
					Interest	\$118.44	\$0.00		
01/08/2007	01/08/2007	7/7/7	REGULAR PAYMENT		Principal	\$155.86	\$0.00	\$274.30	Wachovia-Langhome
					Late Charges	\$13.72	\$0.00		
					Interest	\$118.44	\$0.00		
12/11/2006	03/30/2007	7/7/7	FEE ASSESSMENT		Principal	\$155.86	\$0.00	\$13.72	
					Late Charges	\$13.72	\$0.00		
12/10/2006	12/10/2006	12/30/2006	INVOICE		Interest	\$74.02	\$0.00	\$548.60	
					Principal	\$200.28	\$0.00		
					Total Current Due	\$274.30	\$0.00		
					Interest	\$22.21	\$0.00		
					Principal	\$252.09	\$0.00		
					Total Past Due	\$274.30	\$0.00		
					Total Due	\$548.60	\$0.00		
11/21/2006	11/21/2006	7/7/7	REGULAR PAYMENT		Interest	\$52.66	\$0.00	\$274.30	Wachovia-Langhome
					Principal	\$221.64	\$0.00		
					Interest	\$75.23	\$0.00		
					Principal	\$199.07	\$0.00		
					Total Current Due	\$274.30	\$0.00		
					Principal	\$274.30	\$0.00		
					Total Past Due	\$274.30	\$0.00		
					Total Due	\$548.60	\$0.00		
11/09/2006	03/30/2007	7/7/7	FEE ASSESSMENT		Late Charges	\$13.72	\$0.00	\$13.72	
					Interest	\$118.44	\$0.00		

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**C-HOT00023**

Effective Date	Posted Date	Due Date	Transaction Type	Financial Type	Amount	Sales Tax	Total	Source	Comments
05/21/2007	05/21/2007	7/7/7	CLOSING ADJ ASSESSED AMT			\$0.00	\$2.34		
				Late Charges	\$2.34	\$0.00			
05/21/2007	05/21/2007	7/7/7	DEALER RESERVE REBATE			\$0.00	\$105.94		
05/21/2007	05/21/2007	7/7/7	DECREASE CYC CURR UNERN			\$0.00	\$1.30		
				Dealer Participation	\$1.30	\$0.00			
05/21/2007	05/21/2007	7/7/7	DECR CURR UNERN, NO REB			\$0.00	\$104.64		
				Dealer Participation	\$104.64	\$0.00			
05/21/2007	05/21/2007	7/7/7	DECREASE CYC CURR UNERN			\$0.00	\$0.10		
				Initial Direct Cost	\$0.10	\$0.00			
05/21/2007	05/21/2007	7/7/7	DECR CURR UNERN, NO REB			\$0.00	\$5.23		
				Initial Direct Cost	\$5.23	\$0.00			
05/21/2007	05/21/2007	7/7/7	REGULAR PAYMENT			\$0.00	\$13,147.99	Wholesale Lockbox	
				Principal	\$12,936.57	\$0.00			
				Late Charges	\$162.30	\$0.00			
				Interest	\$49.12	\$0.00			
05/10/2007	05/10/2007	05/30/2007	INVOICE			\$0.00	\$987.54		
				Interest	\$70.17	\$0.00			
				Principal	\$204.13	\$0.00			
				Late Charges	\$13.72	\$0.00			
				Total Current Due	\$288.02	\$0.00			
				Principal	\$548.60	\$0.00			
				Late Charges	\$150.92	\$0.00			
				Total Past Due	\$699.52	\$0.00			
				Total Due	\$987.54	\$0.00			
05/10/2007	05/10/2007	7/7/7	FEE ASSESSMENT			\$0.00	\$13.72		
				Late Charges	\$13.72	\$0.00			
04/30/2007	04/30/2007	7/7/7	REGULAR PAYMENT			\$0.00	\$274.30	Wachovia-Dallas	
				Interest	\$97.23	\$0.00			
				Principal	\$177.07	\$0.00			
04/10/2007	04/10/2007	04/30/2007	INVOICE			\$0.00	\$973.82		
				Interest	\$73.51	\$0.00			
				Principal	\$200.79	\$0.00			
				Late Charges	\$13.72	\$0.00			

**Check Activity (-)**

Check #			Account: [REDACTED]		
Check #	Amount	Date Paid	Check #	Amount	Date Paid
5744	20.95	12/19	5759*	13.00	12/28
5745	14.03	12/16	5760	170.00	12/30
5746	270.00	12/16	5761	376.40	01/04
5747	40.08	12/20	5762	31.95	01/04
5748	50.00	12/29	5763	514.48	01/04
5753*	78.48	12/28	5764	10.65	01/05
5755*	270.00	12/23	5765	75.00	01/05
5756	123.00	12/27	5767*	200.00	01/13
5757	200.97	12/28	5774S*	405.11	01/17

(S) Indicates this check was converted to a Substitute Check.

(\*) Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement.

**Other Withdrawal / Debit Activity (-)**

Date		Description	Account: [REDACTED]	Amount
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
12/28		AMERICA HONDA DA CHECK PYMT 051227 5754	[REDACTED]	274.30
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**Huntington Club Balance Activity**

Date		Balance	Date		Balance	Date		Balance
12/15		5.00-	12/23		685.76	01/04		0.00
12/16		288.66	12/27		562.76	01/05		0.00
12/19		242.84	12/28		266.01	01/09		0.00
12/20		202.76	12/29		216.01	01/13		623.27
12/21		485.76	12/30		670.56	01/17		140.16
12/22		185.76	01/03		770.56			

**EXHIBIT**

3

Statement Period from 12/16/05 to 01/17/06 Page 2 of 4



(\*) Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement.

### Other Withdrawal / Debit Activity (-)

Account: [REDACTED]

Date	Description	Amount
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
03/29	AMERICA HONDA DA CHECK PYMT 060328 5855	274.30
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

### Huntington Club Balance Activity

Account: [REDACTED]

Date	Balance	Date	Balance	Date	Balance
03/15	539.09	03/24	311.65	04/07	1,055.44
03/16	458.09	03/28	231.59	04/10	32.96
03/17	628.78	03/29	0.00	04/11	0.00
03/20	121.78	03/30	0.00	04/12	0.00
03/21	16.78	04/03	724.66	04/14	5.00-
03/22	0.00	04/05	359.04		

Apply to Oca!#

User ID: easkoy

LORA L. DR VERNON E. HOOT

1042 6035

Sept 8, 04

AMERICAN FIDELITY FIN. CORP. s 274.30

1100 HUNDRED SEVENTY FOUR - 37,000,000.00

HUNTINGTON

WWW.HUNTINGTON.COM

Apply to Hoot

WESTERN MAID



Prepared for  
VERNON E HOOT  
Report number  
[REDACTED]

Report date  
August 15, 2007  
www.experian.com/disputes  
Call 1 800 509 8495

## Potentially negative items or items for further review

This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies, which may remain for up to 10 years, and unpaid tax liens, which may remain for up to 15 years. A paid tax lien may remain for up to seven years. Transferred accounts that have not been past due remain up to 10 years after the date the account was transferred.

### Public records

US BKPT CT OH TOLEDO	Identification number	Date filed	Responsibility	Claim amount	Status
1716 SPIELBUSCH AVE TOLEDO OH 43604 No phone number available	[REDACTED]	Oct 2001 Date resolved Feb 2002	Joint	\$0 Liability amount	Status: Chapter 7 bankruptcy discharged. This item is scheduled to continue on record until Oct 2011.

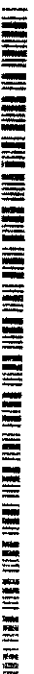
### Credit items

AMERICAN HONDA FINANCE	Date opened	Date of status	Type	Responsibility	Credit limit or original amount	Recent balance	Status
2170 POINT BLVD STE 100 ELGIN IL 60123 No phone number available	Aug 2005 Reported since	Mar 2007 Last reported	Installment Terms	Joint	\$16,271 High balance	NA	Status: Petition for Chapter 13 Bankruptcy/Past due 30 days. Account history: Filed Chapter 13 Bankruptcy on Mar 31, 2007
<b>Partial account number</b> [REDACTED]	Sep 2005	May 2007	72 Months Monthly payment	NA	NA		

CAP ONE BK	Date opened	Date of status	Type	Responsibility	Credit limit or original amount	Recent balance	Status
PO BOX 85015 RICHMOND VA 23285 800) 903-3637	Feb 2004 Reported since	Aug 2007 Last reported	Revolving Terms	Individual	NA High balance	\$5,408 as of Aug 2007	Status: Open/Past due 120 days. \$722 past due as of Aug 2007. Account history: 120 days as of Aug 2007 90 days as of Jul 2007 60 days as of Jun 2007 30 days as of May 2007
<b>Partial account number</b> [REDACTED]	Feb 2004	Aug 2007	Monthly payment		\$162	\$229	As of Feb 2014, this account is scheduled to go to a positive status.

See History of account balances for additional information.

EXHIBIT





A world of insight

Prepared for  
VERNON E HOOT  
Report number

Report date  
April 30, 2008  
www.experian.com/disputes  
Call 800 509 8495

Page 4 of 18

### Potentially negative items or items for further review

This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies, which may remain for up to 10 years, and unpaid tax liens, which may remain for up to 15 years. A paid tax lien may remain for up to seven years. Transferred accounts that have not been past due remain up to 10 years after the date the account was transferred.

### Public records

**US BKPT CT OH TOLEDO**  
1716 SPIELBUSCH AVE  
TOLEDO OH 43604  
No phone number available

Identification number  
Date filed  
Oct 2001  
Date resolved  
Feb 2002  
Responsibility  
Joint

Claim amount  
\$0  
Liability amount  
\$0

Status: Chapter 7 bankruptcy discharged. This item is scheduled to continue on record until Oct 2011.  
Address identification number:  
93113584

### Credit items

**AMERICAN HONDA FINANCE**  
2170 POINT BLVD STE 100  
ELGIN IL 60123  
No phone number available  
**Partial account number**

Date opened  
Aug 2005  
Date of status  
Apr 2008  
Type  
Installment  
Responsibility  
Joint  
Reported since  
Sep 2005  
Last reported  
Apr 2008  
Terms  
72 Months  
Monthly payment  
NA

Credit limit or original amount  
\$16,271  
Recent balance  
NA  
High balance  
NA

Status: Paid/Closed/Past due 30 days.  
Account history:  
30 days as of Jan 2007 to May 2007,  
Oct 2006, Aug 2006  
This item was verified and updated on  
Apr 2008.  
Address identification number:  
93113584

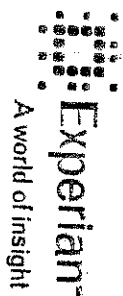
**CAP ONE**  
PO BOX 30281  
SALT LAKE CITY UT 84130  
No phone number available  
**Partial account number**

Date opened  
Feb 2004  
Date of status  
Nov 2007  
Type  
Revolving  
Responsibility  
Individual  
Reported since  
Feb 2004  
Last reported  
Apr 2008  
Terms  
NA  
Monthly payment  
NA

Credit limit or original amount  
NA  
Recent balance  
\$6,414 as of Apr 2008  
High balance  
\$6,414

Status: Account charged off/Past due 150 days. \$5,754 written off. \$6,414 past due as of Apr 2008.  
Account history:  
Charge Off as of Apr 2008, Mar 2008, Feb 2008, Jan 2008, Nov 2007  
150 days as of Sep 2007  
120 days as of Aug 2007  
90 days as of Jul 2007  
60 days as of Jun 2007  
30 days as of May 2007  
This account is scheduled to continue on record until Feb 2014.





Potentially negative items or items for further review

This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies, which may remain for up to 10 years, and unpaid tax liens, which may remain for up to 15 years. A paid tax lien may remain for up to seven years. Transferred accounts that have not been past due remain up to 10 years after the date the account was transferred.

Public records

JUS BKPT CT OH TOLEDO	Identification number	Date filed	Responsibility	Claim amount	Status
716 SPIELBUSCH AVE TOLEDO OH 43604	[REDACTED]	Oct 2001	Joint	\$0	Chapter 7 bankruptcy discharged. This item is scheduled to continue on record until Oct 2011.
No phone number available		Date resolved Feb 2002		Liability amount \$0	Address identification number: 93113584

Credit items

AMERICAN HONDA FINANCE	Date opened	Date of status	Type	Responsibility	Credit limit or original amount	Recent balance	Status
2170 POINT BLVD STE 100 ELGIN IL 60123	Aug 2005	Apr 2008	Installment	Joint	\$16,271	NA	Paid/Closed/Past due 30 days.
No phone number available	Reported since Sep 2005	Last reported Apr 2008	Terms 72 Months		High balance NA		Account history: 30 days as of Jan 2007 to May 2007, Oct 2006, Aug 2006
Partial account number			Monthly payment				This item was verified and updated on Apr 2008.
							Address identification number: 93113584

CAP ONE	Date opened	Date of status	Type	Responsibility	Credit limit or original amount	Recent balance	Status
PO BOX 30281 SALT LAKE CITY UT 84130	Feb 2004	Nov 2007	Revolving	Individual	NA	\$7,198 as of Sep 2008	Account charged off/Past due 150 days. \$5,754 written off. \$7,198 past due as of Sep 2008.
No phone number available	Reported since Feb 2004	Last reported Sep 2008	Terms NA		High balance \$7,198		Account history: Charge Off as of Sep 2008, Aug 2008, Jul 2008, Jun 2008, May 2008, Apr 2008, Mar 2008, Feb 2008, Jan 2008, Nov 2007
Partial account number			Monthly payment				150 days as of Sep 2007 120 days as of Aug 2007 90 days as of Jul 2007 60 days as of Jun 2007 30 days as of May 2007

# EQUIFAX

CREDIT FILE : September 18, 2008

Confirmation # [REDACTED]

**Personal Identification Information** (This section includes your name, current and previous addresses, and any other identifying information reported by your creditors.)

Please address all future correspondence to:

Name On File: Vernon E Hoot



www.investigate.equifax.com

Social Security # [REDACTED]

Equifax Information Services LLC

Current Address: [REDACTED]

PO Box 105285

Atlanta GA 30348

Previous Address(es): [REDACTED]

(800) 291-7773

Last Reported Employment: [REDACTED]

M - F 9:00am to 5:00pm in your time zone.

Previous Employment(s): [REDACTED]

Driver: Roy Dorris;



Driver: Value Express;



Abl Movers;

**Public Record Information** (This section includes a public record name obtained from local, state and federal courts.)

Bankruptcy Filed 10/20/2001; Northern District of OH; Case or ID # - 0136336; Type - Personal; Filer - Joint; Current Disposition - Discharged CH-7; Current Disposition Date 02/01/2002;  
Address: 1716 SPELBUSCH AVE STE 411 TOLEDO, OH 43604-5347 : (419) 259-6440

In order to speak with a Customer Service Representative regarding specific information contained in this credit file, you must call **WITHIN 60 DAYS** of the date of this credit file **AND** have a copy of this credit file along with the confirmation number.

## Credit Account Information

(For your security, the last 4 digits of account number(s) have been replaced by 7. (This section includes open and closed accounts reported by credit grantors.)

### Account Column Title Descriptions:

Account Number - The Account number reported by credit grantor		Amount Past Due - The Amount Past Due as of the Date Reported	
Date Acct. Opened - The Date that the credit grantor opened the account		Date of Last Payment - The Date of Last Payment	
High Credit - The Highest Amount Charged		Actual Pay Amt - The Actual Amount of Last Payment	
Credit Limit - The Highest Amount Permitted		Sched Pay Amt - The Requested Amount of Last Payment	
Terms Duration - The Number of Installments or Payments		Date of 1st Delinquency - The Date of First Delinquency	
Terms Frequency - The Scheduled Time Between Payments		Date of Last Activity - The Date of the Last Account Activity	
Months Reviewed - The Number of Months Reviewed		Charge Off Amt - The Amount Charged Off by Creditor	
Activity Description - The Most Recent Account Activity		Deferred Pay Date - The 1st Payment Due Date for Deferred Loans	
Creditor Class - The Type of Company Reporting The Account		Balloon Pay Amt - The Amount of Final(Balloon) Payment	
Date Reported - The Month and Year of the Last Account Update		Balloon Pay Date - The Date of Final(Balloon) Payment	
Balance Amount - The Total Amount Owed as of the Date Reported		Date Closed - The Date the Account was Closed	
<b>Account History</b>		<b>J : Voluntary Surrender</b>	
<b>Status Code</b>		<b>K : Repossession</b>	
<b>Descriptions</b>		<b>L : Charge Off</b>	
1 : 30-59 Days Past Due	5 : 150-179 Days Past Due		
2 : 60-89 Days Past Due	6 : 180 or More Days Past Due		
3 : 90-119 Days Past Due	G : Collection Account		
4 : 120-149 Days Past Due	H : Foreclosure		

**American General Finance** 5550 Airport Hwy Ste 1 Toledo OH 43613-7362  
Account Number [REDACTED] Date Opened 12/2007 High Credit \$4,163 Credit Limit 45 Months Terms Duration 45 Months Terms Frequency Monthly Monthly Paid and Closed

Items As of Balance Amount Past Due Amount Last Payment Amount Scheduled Payment Amount Date of 1st Delinquency Date of Last Activity Date of 1st Del. 1st Pmt Amount Charge Off Amount Deferred Pay Amount Balloon Pay Amount Date Closed  
08/2008 \$3,720 08/2008 \$147 \$132 03/2006 08/2008 03/2008

Current Status - Pays As Agreed; Type of Account - Installment; Type of Loan - Note Loan; Whose Account - Individual Account;

**American Honda Finance** 2170 Point Blvd Ste 10 Elgin IL 60120-7875 (800) 542-0028  
Account Number [REDACTED] Date Opened 08/2005 High Credit \$16,271 Credit Limit 72 Months Terms Duration 72 Months Terms Frequency Monthly Monthly Paid and Closed

Items As of Balance Amount Past Due Amount Last Payment Amount Scheduled Payment Amount Date of 1st Delinquency Date of Last Activity Date of 1st Del. 1st Pmt Amount Charge Off Amount Deferred Pay Amount Balloon Pay Amount Date Closed  
07/2008 \$0 05/2007 \$274 03/2006 03/2006 05/2007

Current Status - 60 - 89 Days Past Due; Type of Account - Installment; Type of Loan - Auto; Whose Account - Joint Account; ADDITIONAL INFORMATION - Closed or Paid

**American Honda Finance** 2170 Point Blvd Ste 10 Elgin IL 60120-7875 (800) 542-0028  
Account Number [REDACTED] Date Opened 05/2004 High Credit \$13,324 Credit Limit 60 Months Terms Duration 60 Months Terms Frequency Monthly Monthly Paid and Closed

Items As of Balance Amount Past Due Amount Last Payment Amount Scheduled Payment Amount Date of 1st Delinquency Date of Last Activity Date of 1st Del. 1st Pmt Amount Charge Off Amount Deferred Pay Amount Balloon Pay Amount Date Closed  
06/2008 \$0 09/2005 \$260 09/2005 09/2005 09/2005

Current Status - Pays As Agreed; Type of Account - Installment; Type of Loan - Auto; Whose Account - Joint Account; ADDITIONAL INFORMATION - Closed or Paid Account/Zero Balance; Auto;

**Capital One Bank USA NA** PO Box 30261 Salt Lake City UT 84130-0261  
Account Number [REDACTED] Date Opened 02/2004 High Credit \$4,500 Credit Limit 55 Months Terms Duration 55 Months Terms Frequency Monthly Monthly Closed

Items As of Balance Amount Past Due Amount Last Payment Amount Scheduled Payment Amount Date of 1st Delinquency Date of Last Activity Date of 1st Del. 1st Pmt Amount Charge Off Amount Deferred Pay Amount Balloon Pay Amount Date Closed  
09/2008 \$7,198 02/2007 03/2007 11/2007 \$5,745

Current Status - Charge Off; Type of Account - Revolving; Type of Loan - Credit Card; Whose Account - Individual Account; ADDITIONAL INFORMATION - Charged Off Account;

**Citi Bank/etf/etf Direct Mkt** 5550 Ridgewood Rd Salt Lake City UT 84108-2347  
Account Number [REDACTED] Date Opened 10/2007 High Credit \$250 Credit Limit 10 Months Terms Duration 10 Months Terms Frequency Monthly Monthly Closed

Items As of Balance Amount Past Due Amount Last Payment Amount Scheduled Payment Amount Date of 1st Delinquency Date of Last Activity Date of 1st Del. 1st Pmt Amount Charge Off Amount Deferred Pay Amount Balloon Pay Amount Date Closed  
08/2008 \$21 08/2008 \$25 \$5 09/2008 09/2008

Current Status - Pays As Agreed; Type of Account - Revolving; Type of Loan - Charge Account; Whose Account - Individual Account; ADDITIONAL INFORMATION - Charge; Amount in High Credit Column is Credit Limit;

**Equity One** PO Box 550 Marion MO 63550-0550 (800) 461-4545  
Account Number [REDACTED] Date Opened 12/2007 High Credit \$4,163 Credit Limit 45 Months Terms Duration 45 Months Terms Frequency Monthly Monthly Transfer/Sold/Paid

Items As of Balance Amount Past Due Amount Last Payment Amount Scheduled Payment Amount Date of 1st Delinquency Date of Last Activity Date of 1st Del. 1st Pmt Amount Charge Off Amount Deferred Pay Amount Balloon Pay Amount Date Closed  
03/2008 \$0 03/2008 \$4,072 \$132 03/2008 03/2008

Current Status - Pays As Agreed; Type of Account - Installment; Type of Loan - Note Loan; Whose Account - Individual Account; ADDITIONAL INFORMATION - Account Transferred or Sold; Closed or Paid Account/Zero Balance;



File Number: [REDACTED]

Page: 1 of 8

Date Issued: 09/16/2008

TransUnion.

**Personal Information**

Name: VERNON E. HOOT SR.

SSN: [REDACTED]

Date of Birth: [REDACTED]

Telephone: [REDACTED]

Your SSN is partially masked for your protection.

You have been on our files since 05/1972

**CURRENT ADDRESS**

Address: [REDACTED]

Date Reported: 12/2003

**PREVIOUS ADDRESS**

Address: [REDACTED]

Date Reported: [REDACTED]

Address: [REDACTED]

**EMPLOYMENT DATA REPORTED**Employer Name: JACOBS TRANSPORTATION  
Date Reported: 10/2006Position:  
Hired:Employer Name: JB EXPRESS TRUCKING  
Date Reported: 06/2004Position: DRIVER  
Hired:

Special Notes: Your Social Security number has been masked for your protection. You may request disclosure of the full number by writing to us at the address found at the end of this report. Also, if any item on your credit report begins with 'MED1', it includes medical information and the data following 'MED1' is not displayed to anyone but you except where permitted by law.

**Public Records**

The following items obtained from public records appear on your report. You may be required to explain public record items to potential creditors. Any bankruptcy information will remain on your report for 10 years from the date of the filing. Unpaid tax liens may generally be reported for an indefinite period of time depending on your state of residence. Paid tax liens may be reported for 7 years from date of payment. All other public record information, including discharged chapter 13 bankruptcy, remains for up to 7 years.

**OHIO FEDERAL COURT-TOLED Docket #: 136336**1716 SPIELBUSCH AV  
TOLEDO, OH 43624  
(419) 259-6440Type: CHAPTER 7 BANKRUPTCY DISCHARGED  
Court Type: FEDERAL DISTRICT  
Date Paid: 02/2002  
Assets: \$0Date Filed: 10/2001  
Responsibility: CONTRACTUALLY LIABLE DEBT  
Plaintiff Attorney: MELISSA R BERGMAN  
Liabilities: \$0

Estimated date that this item will be removed: 09/2011

**Account Information**

The key to the right helps explain the payment history information contained in some of the accounts below. Not all accounts will contain payment history information, but some creditors report how you make payments each month in relation to your agreement with them.

N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Applicable	Unknown	Current	30 days late	60 days late	90 days late	120 days late

## Adverse Accounts

AMERICAN HONDA FINANCE

**Pay Status:** 60 DAYS PAST DUE  
**Account Type:** INSTALLMENT ACCOUNT  
**Responsibility:** JOINT ACCOUNT  
**Date Open:** 08/2005  
**Date Closed:** 05/2007

Estimated date that this item will be removed: 02/2014

CAPITAL ONE BANK USA NA

Pay Status: CHARGED OFF AS BAD DEBT  
Account Type: REVOLVING ACCOUNT  
Responsibility: INDIVIDUAL ACCOUNT  
Date Open: 02/2004  
Date Closed: 11/2007

Estimated date that this item will be removed: 02/2014

**CITIZENS SAVINGS BANK**

**Pay Status:** PAID OR PAYING AS AGREED  
**Account Type:** REVOLVING ACCOUNT  
**Responsibility:** JOINT ACCOUNT  
**Date Open:** 06/1998  
**Date Paid:** 12/2002

30 dec	OK nov	OK oct	OK sep	OK aug	OK jul	OK jun	OK may	OK apr	OK mar	OK feb	OK '02	OK dec	OK nov	OK oct	OK sep	OK aug	OK jul	OK jun	OK may	OK apr	OK mar	OK feb	OK '01
OK dec	OK nov	OK oct	OK sep	OK aug	OK jul	OK jun	OK may	OK apr															

## GREEN POINT

**Pay Status:** PAID OR PAYING AS AGREED  
**Account Type:** INSTALLMENT ACCOUNT  
**Responsibility:** INDIVIDUAL ACCOUNT  
**Date Open:** 08/2000  
**Date Closed:** 01/2005

**Estimated date that this item will be removed:** 09/2009

Late Payments (26 months)	30 0	60 0	90+ 0	Last 26 months	OK dec	OK nov	OK oct	OK sep	OK aug	OK jul	OK jun	OK may	OK apr	OK mar	OK feb	OK '04	OK dec	OK nov	OK oct	OK sep	OK aug	OK jul	X jun	OK may	OK apr	OK mar	OK feb	OK '03
------------------------------	---------	---------	----------	----------------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	-------	--------	--------	--------	--------	--------



Prepared for  
LORA HOOT  
Report number [REDACTED]

Report date  
December 22, 2008  
www.experian.com/disputes  
Call 1 800 509 8495

Page 2 of 14

### Potentially negative items or items for further review

This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies, which may remain for up to 10 years, and unpaid tax liens, which may remain for up to 15 years. A paid tax lien may remain for up to seven years. Transferred accounts that have not been paid due remain up to 10 years after the date the account was transferred.

### Public records

#### US BKPT CT OH TOLEDO

1716 SPIELBUSCH AVE

TOLEDO OH 43604

No phone number available

Identification number [REDACTED]  
Date filed Oct 2001  
Date resolved Feb 2002

Claim amount \$0  
Liability amount \$0

Responsibility Joint

Status: Chapter 7 bankruptcy discharged. This item is scheduled to continue on record until Oct 2011.  
Address identification number: 93113584

### Credit items

#### AMERICAN HONDA FINANCE

2170 POINT BLVD STE 100

ELGIN IL 60123

No phone number available

Partial account number [REDACTED]

Date opened Aug 2005  
Reported since Sep 2005  
Date of status Apr 2008  
Last reported Apr 2008  
Type Installment  
Terms 72 Months  
Monthly payment NA

Credit limit or original amount \$16,271  
High balance NA

Status: Paid/Closed/Past due 30 days.  
Account history:  
30 days as of Jan 2007 to May 2007,  
Oct 2006, Aug 2006  
Address identification number: 93113584

#### CAP ONE

PO BOX 30281

SALT LAKE CITY UT 84130

No phone number available

Partial account number [REDACTED]

Date opened May 2003  
Reported since May 2003  
Date of status Oct 2007  
Last reported Dec 2008  
Type Revolving  
Terms NA  
Monthly payment NA

Credit limit or original amount NA  
High balance \$8,382

Status: Account charged off/Past due 150 days. \$6,338 written off. \$8,382 past due as of Dec 2008.  
Account history:  
Charge Off as of Dec 2008, Nov 2008, Oct 2008, Sep 2008, Aug 2008, Jul 2008, Jun 2008, May 2008, Apr 2008, Mar 2008, Feb 2008, Jan 2008, Nov 2007, Oct 2007  
150 days as of Sep 2007  
120 days as of Aug 2007  
90 days as of Jul 2007  
60 days as of Jun 2007  
30 days as of May 2007

Save a tree! Go green if you need to contact us again by visiting [www.experian.com/consumer](http://www.experian.com/consumer), or call us.

0088728046 1 774 01744 0107000



Consumer Credit Report for LORAL HOOT

Remot. 4192426866

Page: 8/10

Date: 01/29/2009 1:25:19 PM

File Number:

Page:

2 of 5

Date Issued:

12/22/2008

**Adverse Accounts**

The following accounts contain information which some creditors may consider to be adverse. Adverse account information may generally be reported for 7 years from the date of the first delinquency, depending on your state of residence. The adverse information in these accounts has been printed in brackets or is shaded for your convenience, to help you understand your report. They are not bracketed or shaded this way for creditors. (Note: The account # may be scrambled by the creditor for your protection).

**AMERICAN HONDA FINANCE**

2170 POINT BLVD  
STE 100  
ELGIN, IL 60123-7885  
(800) 542-6632

Balance: \$0  
Date Updated: 05/2007  
High Balance: \$16,271  
Terms: 72 MONTHLY \$274

Pay Status: >60 DAYS PAST DUE  
Account Type: INSTALLMENT ACCOUNT  
Responsibility: JOINT ACCOUNT  
Date Open: 08/2005  
Date Closed: 05/2007

Loan Type: AUTOMOBILE

Remarks: CLOSED

&gt;Maximum delinquency of 60 days occurred in 04/2007

Estimated date that this item will be removed: 02/2014

Late Payments (21 months)	30	60	90	Last 21 months	60	30	30	30	30	OK	30	OK	OK	30	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	6	1	0		apr	mar	feb	'07	dec	nov	oct	sep	aug	jul	jun	may	apr	mar	feb	'06	dec	nov	oct	sep	aug			

**CAPITAL ONE BANK USA NA**

POB 30281  
SALT LAKE CITY, UT 84130-0281

Balance: \$8,382  
Date Updated: 12/2008  
High Balance: \$6,270

Pay Status: >CHARGED OFF AS BAD DEBT  
Account Type: REVOLVING ACCOUNT  
Responsibility: INDIVIDUAL ACCOUNT

This fax was received by e-mail routing. Remote Id 4192426866

From the Desk of Lora & Vernon Hoot, Sr.  
[REDACTED]  
[REDACTED]

April 7, 2008

via Certified US Mail

Equifax Information Services, LLC  
P.O. Box 740341  
Atlanta, GA 30374

Experian Credit Data  
P.O. Box 2002  
Allen, TX 75013-0036

TransUnion, LLC  
P.O. Box 1000  
Chester, PA 19022

Re: Vernon Hoot, Sr.

SSN: [REDACTED]

DOB: [REDACTED]

Credit Entry: American Honda Finance - Bankruptcy  
filed 3/31/07 by Vernon & Connie Hoot  
Case No. 06-30855

Dear Sir or Madam:

Please be advised that we dispute the above debt. This should never have been listed in the Bankruptcy of my son. Please correct my credit report immediately.

Very truly yours,

*Vernon Hoot*

Vernon Hoot, Sr.

EXHIBIT

tabbles  
5



**From the Desk of Lora & Vernon Hoot, Sr.**  
[REDACTED]  
[REDACTED]

October 22, 2008

Equifax Information Services, LLC  
P.O. Box 105285  
Atlanta, Georgia 30374

In re: **Vernon E. Hoot Sr.**  
[REDACTED]  
[REDACTED]  
File [REDACTED]

TO WHOM IT MAY CONCERN:

This is my second letter disputing the negative item from American Honda Finance on my credit report. I did not receive a response from my first dispute sent on April 8, 2008. Please delete the negative item listed below immediately and inform me that this has been accomplished. The inaccurate information is contained in my credit report, which I have obtained from your company on September 16, 2008 with a File Number [REDACTED].

I dispute the negative item on my credit report under American Honda Finance with account number [REDACTED]. I have enclosed a copy of the credit reports with the account that should be corrected circled. Please correct this account on my credit report and prevent the negative item from being reinserted at any future date. This account was paid on time and in full. American Honda Finance erroneously intervened in the Bankruptcy proceedings of my son and included this account in my son's bankruptcy. My son has nothing to do with this account. I had nothing to do with my son's bankruptcy. This error is wholly the fault of American Honda Finance. Please remove the negative item immediately.

I have disputed this account directly with the furnisher on many occasions. I am currently in litigation over the negligent and reckless actions by American Honda Finance. I have enclosed copies of the letters I sent to the furnisher or that were sent on my behalf. I request that you conduct a full investigation on this account. Again, I request that you delete this account from my credit report immediately. The account is erroneously being reported as closed and past due.

Equifax Information Services, LLC  
File [REDACTED]  
October 22, 2008  
page two

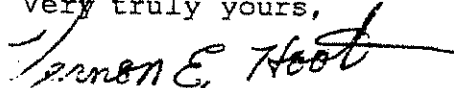
---

My date of birth is [REDACTED]. I have enclosed a photo I.D. for identification verification and security purposes. I have also enclosed a copy of my vehicle registration to prove my address. My address for the past ten years is the same as my present address, with the exception of a change in lot number from [REDACTED].

My social security number is [REDACTED]. This information should be kept confidential and used only for the purposes of the investigation I am requesting at this time.

Please investigate these matters and delete the disputed items within the time frame required by the Fair Credit Reporting Act (FCRA) and inform me in writing of the results. Thank you for your time and consideration, and for your prompt attention to this matter.

Very truly yours,



Vernon E. Hoot Sr.

Enclosures

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p><b>EQUIFAX INFORMATION SERVICES, LLC</b>  <b>PO Box 105285</b>  <b>ATLANTA, GA 30348-5285</b></p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Greg Lee</i> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No          If YES, enter address below: <i>NOVA 42 2005</i></p>	
<p>2. Article Number (Transfer from service label) <b>7000 1670 0008 8205 4343</b></p> <p>PS Form 3811, February 2004</p>		<p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>Domestic Return Receipt</p> <p>102595-02-M-1540</p>			